

AO 100 (Rev. 01/09) Agreement to Forfeit Property to Obtain a Defendant's Release

## UNITED STATES DISTRICT COURT

for the

United States of America  
v.  
Sergei Potapenko  
Defendant

)  
)  
) Case No. 22-cr-185-RSL  
)  
)

### AGREEMENT TO FORFEIT PROPERTY TO OBTAIN A DEFENDANT'S RELEASE

To obtain the defendant's release, we jointly and severally agree to forfeit the following property to the United States of America if this defendant fails to appear as required for any court proceeding or for the service of any sentence imposed as may be noticed or ordered by any court considering this matter, or fails to comply with any conditions of release set by the court *(describe property and any claim, lien, mortgage, or other encumbrance on it)*:

Residential house located at Nõmmeringi 27, Vahi alevik,  
Tartu vald, Tartumaa, Estonia

The estimated value of the property is €200,000.00

It is encumbered by a mortgage with an outstanding balance of  
€59,000.00

**Ownership.** We declare under penalty of perjury that we are this property's sole owners and that it is not subject to any claim, lien, mortgage, or other encumbrance except as disclosed above. We promise not to sell, mortgage, or otherwise encumber the property, or do anything to reduce its value while this agreement is in effect. We deposit with the court the following ownership documents, including any encumbrance documents *(list all documents and submit as attachments)*:

Ownership is demonstrated by the attached Land Registry extract

**Surety Information.** We understand that the court and the United States of America will rely on the surety information in approving this agreement.

**Conditions of Release.** We state that we have either read all court-ordered conditions of release imposed on the defendant or had them explained to us.

**Continuing Agreement.** Unless the court orders otherwise, this agreement remains in effect during any appeal or other review until the defendant has satisfied all court notices, orders, and conditions.

**Exoneration of Sureties.** This agreement is satisfied and ends if the defendant is exonerated on all charges or, if convicted, the defendant reports to serve any sentence imposed.

**Forfeiture.** If the defendant fails to obey all conditions of release, court notices, and orders to appear, the court will immediately order the property forfeited and on motion of the United States of America may order a judgment of forfeiture against the signing parties and their representatives, jointly and severally, including interest and costs.

AO 100 (Rev. 01/09) Agreement to Forfeit Property to Obtain a Defendant's Release

I swear under penalty of perjury that the above information is true and agree to the conditions of this agreement.

Date: 12.06.2024

City and state: TARTU, ESTONIA

ILJA ŠARAPOV  
Property owner's printed name

\_\_\_\_\_  
Defendant (if a property owner)

[Signature]  
Property owner's signature

INNA ŠARAPOVA  
Property owner's printed name

[Signature]  
Property owner's signature

\_\_\_\_\_  
Property owner's printed name

\_\_\_\_\_  
Property owner's signature

Date: July 26, 2024

CLERK OF COURT

[Signature]

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

Agreement accepted.

UNITED STATES OF AMERICA  
JEHIEL I. BAER, Assistant United States Attorney

Date: July 26, 2024

[Signature]  
Assistant United States Attorney's signature

Agreement approved.

Date: July 26, 2024

[Signature]  
Judge's signature

## Registriosa:

Registriosa number 2767104

Kinnistusosakond Tartu Maakohtu kinnistusosakond

Kinnistu nimi Nõmmeringi 1

## I jagu - KINNISTU KOOSSEIS

## Katastripidaja märkeid vaata maakatastrist

Kande Nr.	Katastritunnus	Sihtotstarve ja asukoht	Pindala	Info	Kande kehtivus
1	79401:006:0317	Elamumaa 100%, Tartu maakond, Tartu vald, Vahi alevik, Nõmmeringi tn 27.	1781,0 m2	Maakatastri andmed üle võetud 12.03.2023.	kehtiv

## II jagu - OMANIK

Kande Nr.	Omanik	Kande alus	Kande kehtivus
4	Ühisomanikud Inna Šarapova (isikukood 47912122236), Ilja Šarapov (isikukood 38012162227)	17.04.2013 kinnistamisavalduse alusel sisse kantud 19.04.2013. Kohtunikuabi Aita Kastor	kehtiv

## III jagu - KOORMATISED JA KITSENDUSED

Kande Nr.	Kinnistut koormavad piiratud asjaõigused (v.a. hüpoteegid) ja märged; käsutusõiguse kitsendused	Märged piiratud asjaõiguste kohta, kande alus, kannete muudatused ja kustutamised	Kande kehtivus
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## IV jagu - HÜPOTEEGID

Kande Nr.	Hüpoteegid	Hüpoteegi summa	Märged hüpoteekide kohta, kande alus, kannete muudatused ja kustutamised	Kande kehtivus
1	Hüpoteek summas 520 000,00 krooni Swedbank AS (registrikood 10060701) kasuks. Kinnistu igakordne omanik on kohustatud alluma kohesele sundtäitmisele hüpoteegiga tagatud nõude rahuldamiseks.	520 000,00 EEK	Sisse kantud 1.11.2004. 17.04.2013 kinnistamisavalduse alusel muudetud 19.04.2013. Kohtunikuabi Aita Kastor	kehtiv
2	Hüpoteek summas 375 000,00 krooni Swedbank AS (registrikood 10060701) kasuks. Kinnistu igakordne omanik on kohustatud alluma kohesele sundtäitmisele	375 000,00 EEK	Sisse kantud 15.06.2005. 17.04.2013 kinnistamisavalduse alusel muudetud 19.04.2013. Kohtunikuabi Aita Kastor	kehtiv

Kande Nr.	Hüpoteegid	Hüpoteegi summa	Märked hüpoteekide kohta, kande alus, kannete muudatused ja kustutamised	Kande kehtivus
	hüpoteegiga tagatud nõude rahuldamiseks.			
3	Hüpoteek summas 54 900,00 eurot Swedbank AS (registrikood 10060701) kasuks. Kinnistu igakordne omanik on kohustatud alluma kohesele sundtäitmisele hüpoteegiga tagatud nõude rahuldamiseks. 17.04.2013 kinnistamisavalduse alusel sisse kantud 19.04.2013. Kohtunikuabi Aita Kastor	54 900,00 EUR		kehtiv

Asutus: Advokaadibüroo LEVIN OÜ

Nimi: Esta Press

Kuupäev: 05.06.2024 13:54:33

Kinnistusraamatu kehtivate andmetega tutvumiseks kasutage [e-kinnistusraamatut](#).